

**POWELL, GOLDSTEIN, FRAZER & MURPHY LLP**

ATTORNEYS AT LAW

www.pgfm.com

PLEASE RESPOND: Washington Address

Direct Dial: 202-624-7330  
E-mail: bkappel@pgfm.com

Sixteenth Floor  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
404 572-6600  
Facsimile 404 572-6999

Sixth Floor  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
202 347-0068  
Facsimile 202 624-7222

September 17, 1997

**VIA HAND DELIVERY**

Kamau Philbert, Esq.  
Office of General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MURs 4322 and 4650

Dear Mr. Philbert:

In accordance with your recent request for documentation regarding former Rep. Enid Greene's 1992 sale of her personal residence, enclosed please find:

1. A November 22, 1995 title report on the property reflecting both the 1986 gratuitous transfer of the property from Mr. & Mrs. D. Forrest Greene to Enid Greene and the subsequent 1992 sale of the property by Ms. Greene back to her parents;
2. Lien release documents associated with the 1992 sale;
3. A March 10, 1990 appraisal of the property performed at the time that Ms. Greene executed a deed of trust on the property to secure a \$15,000 personal loan; and
4. Miscellaneous handwritten notes of D. Forrest Greene.

We are continuing to review our records and will, of course, forward any additional relevant documents if and/or when they are found.

Sincerely,



Brett G. Kappel

**FOR POWELL, GOLDSTEIN, FRAZER & MURPHY LLP**  
Counsel to D. Forrest Greene, Enid Greene, Enid '94 and Enid '96

cc: Ms. Enid Greene  
Mr. D. Forrest Greene  
Enid Greene, Treasurer, Enid '94 and Enid '96

SEP 17 2 11 PM '97  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

09.04.1997 14:59

# COMMITMENT FOR TITLE INSURANCE ISSUED BY



## STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

## STEWART TITLE GUARANTY COMPANY

*Stewart Morris Jr.*  
Chairman of the Board  
Countersigned by:



*Stewart Morris*  
President

LANDMARK TITLE COMPANY

Plaza 7-21 - 675 East 2100 South Suite #200  
Salt Lake City, Utah 84106

City, State



Plaza 7-21  
675 East 2100 South, Suite 200  
Salt Lake City, Utah 84106

467-4111

CLYDE, SNOW & SWENSON  
201 SOUTH MAIN STREET  
ATTN: GARY PAXTON

cc: LANDMARK TITLE COMPANY  
c/o ESCROW DEPT.  
ATTN: JEFF

# COMMITMENT SCHEDULE A

Order No. 15268

Commitment No. 15268

1. Effective Date: November 22, 1995 at 8:00 a.m.

2. Policy or Policies to be issued:

A. ALTA OWNER'S POLICY

Proposed Insured:

AMOUNT

\$

PREMIUM

\$

B. ALTA LOAN POLICY

Proposed Insured:

AMOUNT

\$

PREMIUM

\$

C. SPECIAL REPORT

\$200.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE

4. Title to said estate or interest in said land is at the effective date hereof vested in:

D. FORREST AND GERDA M. GREENE, husband and wife

5. The land referred to in this Commitment is described as follows: situated in Salt Lake County, State of Utah, to-wit:

Lot 6, BONNEVILLE ON THE HILL PLAT "B", according to the official plat thereof, filed in Book "GG" of Plats at Page 7 of the Official Records of the Salt Lake County Recorder.

+

INQUIRIES SHOULD BE DIRECTED TO:

Michelle Burns - Title Officer (801)467-4111  
Jeff Jensen - Escrow Officer (801)467-4111

Issued by LANDMARK TITLE COMPANY

**STEWART TITLE**  
GUARANTY COMPANY

## SCHEDULE B-SECTION 1

Order No. 15268

Commitment No. 15268

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.
5. Any additional documentation requested by LANDMARK TITLE COMPANY and/or its underwriter.

NOTE: This report is given for information purposes only and, despite language to the contrary, should not be considered a commitment for title insurance.

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The Salt Lake County Assessor's Office shows the address of said property to be:

1456 East Penrose Drive  
Salt Lake City, Utah 84103

+++

NOTE: Judgments have been searched in the names of D. FORREST AND GERDA M. GREENE, and those not satisfied of record are set forth in Schedule B-Section 2 herein.

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**SCHEDULE B**

Order Number: 15268

**SECTION 2**

Commitment Number: 15268

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) the land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Taxes for the year 1996, which will become a lien on January 1, 1996, not yet due or payable. Taxes for the year 1995 in the amount of \$4,787.63, delinquent if not paid. (Sidwell No. 09-33-333-001 and Tax District No. 05)

NOTE: The records of the Salt Lake County Treasurer indicate that taxes for the year 1995 may have been paid. The Company will require satisfactory evidence of such payment.

9. A Special Assessment levied by Salt Lake City for Street Lighting District #3, Extension No. 12J, in the original amount of \$405.10, payable in 3 equal annual installments of \$135.03 each; balance of principal: \$135.03. Account No. 17474.

A "payoff" for said Special Assessment as of January 1, 1996 is \$135.03.

10. Said property lies within the boundaries of Salt Lake City, and is subject to any and all charges and assessments thereof.
11. Easements for public utilities and incidental purposes over, along and across the Easterly 5 feet and along the Southeasterly 7 feet of said property as shown on the recorded plat of said subdivision.
12. Covenants, Conditions, Restrictions and/or Easements, except those based on race, color, creed or national origin, contained in instrument recorded November 7, 1968 as Entry No. 2266323 in Book 2705 at Page 540 of the Official Records.

(Continued)

## SCHEDULE B

Order No. 15268

Commitment No. 15268

## EXCEPTIONS CONTINUED

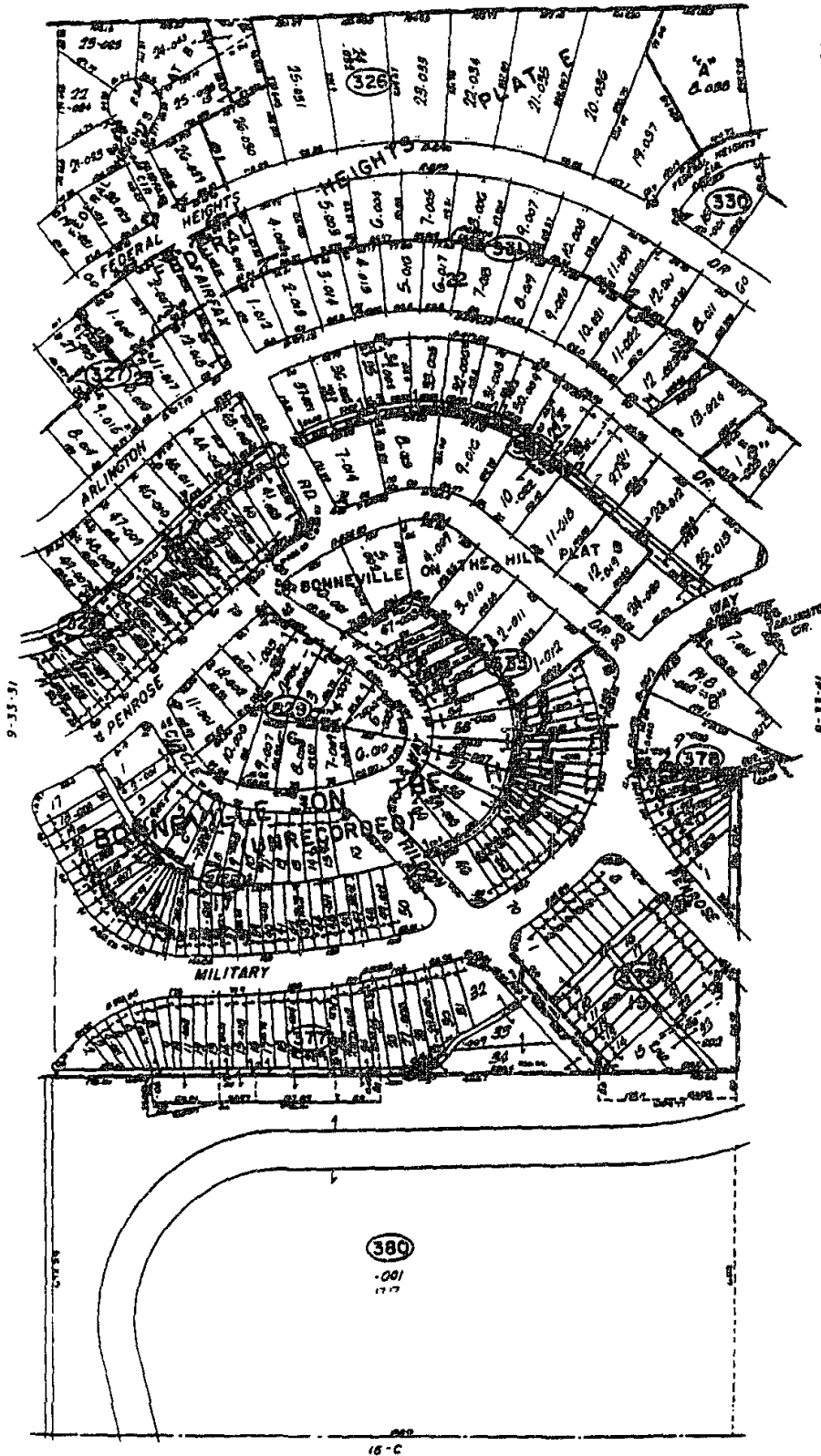
13. Abstract of Findings and Order, executed by Salt Lake City Board of Adjustment, Case No. 6270, recorded May 22, 1972 as Entry No. 2457790, in Book 3075, at Page 2 of the Official Records; wherein a variance was granted to permit the proposed 16' x 36' rectangular swimming pool within 4'6" of the property line at one point, provided there is a brick wall, not higher than 6', along the East property line and further provided that a plan showing the wall be subject to approval by a Committee of the Board, a copy of the finally approved plan to be filed with the case.
14. A Deed of Trust to secure an indebtedness of the amount stated herein and for any other amounts payable under the terms thereof:
- |             |   |
|-------------|---|
| Dated       | : August 9, 1990  |
| Trustor     | : ENID GREENE   |
| Amount      | : \$15,000.00   |
| Trustee     | : ZIONS FIRST NATIONAL BANK   |
| Beneficiary | : ZIONS FIRST NATIONAL BANK   |
| Recorded    | : August 14, 1990 as Entry No. 4952922 in Book 6244 at Page 2122 of the Official Records. |
15. Lien of Judgment in favor of ENID GREENE and/or SEND ENID GREENE TO CONGRESS COMMITTEE (Uninsured) as Creditor, wherein RONALD NIELSON appears as Debtor, dated September 7, 1993 and entered September 7, 1993 on file and of record in the Office of the Clerk of the District Court in and for Salt Lake County, State of Utah, being a Judgment for \$3,040.00. Docket No. 936934123AJ (Abstract). Attorney: ROBERT E. MANSFIELD.

Above judgment is shown by virtue of prior interest judgment debtor had in the herein described property.

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MB/alp

9-33-12



GENERAL RESERVES  
PLAT #  
RESERVE RESERVES  
PLAT #

NOTE: THIS PLAT IS MADE SOLELY FOR THE PURPOSES OF ASSISTING IN LOCATING SAID PROPERTY, AND THE COMPANY ASSUMES NO LIABILITY FOR ANY VARIATION OR DISCREPANCY WITH AN ACTUAL SURVEY.

SALT LAKE CO.  
E 1/2 SW 1/4 SEC. 33 T.1N. R.1E.

SCALE: 1" = 100'  
9-33-32

WHEN RECORDED MAIL TO:

H. &amp; F. ROSE, GRANT 1452, P.O. Box 1452, Salt Lake City, Utah

2443071

HARRIS COUNTY, Salt Lake County, Utah

1972 1 18 1972

Dep. Book

Page

2443071-2

Made this action on

Attest

2443071

## WARRANTY DEED

T-10543

DONALD F. BIRD, a single man, and VIRNIE S. BIRD, his mother,

of Salt Lake City, County of Salt Lake, State of Utah, hereby

CONVEY and WARRANT

to S. FORDENT GREENE and CERRA E. GREENE, his wife,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN (\$10.00) DOLLARS

and other good and valuable consideration,

the following described tract of land in Salt Lake County, State of Utah, to-wit:

Lot 6, BOWSVILLE ON THE HILL PLAT "A", according

to the official plat thereof, recorded in the office

of the County Recorder of Salt Lake County, Utah.

Subject to easements, restrictions and rights of way

appearing of record, or enforceable in law and equity.

WITNESSE the hands of said grantor &amp; this 14th day of March A. D. 1972.

Signed in the presence of

Donald F. Bird

Vernie S. Bird

STATE OF UTAH

COUNTY OF SALT LAKE

On the 14th day of March A. D. 1972, personally

appeared before me DONALD F. BIRD, a single man, and

VIRNIE S. BIRD, his mother,

the names of the within instrument who duly acknowledged

to me that they executed the same.

My Commission Expires

June 7, 1974

Notary Public

Salt Lake City, Utah

THIS DEED MUST BE RECORDED WITHIN 90 DAYS OF RECORDING AND MUST BE RECORDED WITHIN 90 DAYS OF RECORDING.

2443071

Uch 94103

by \_\_\_\_\_ Dep. Back \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_

City, Utah 84103

D. FORREST GREENE and GERDA M. GREENE, husband and wife, grantors  
of Salt Lake City, County of Salt Lake, State of Utah, hereby  
CONVEY and WARRANT to

at 1436 Penrose Drive, Salt Lake City, Utah 84103  
Ten Dollars and other good and valuable consideration

grantee  
for the sum of  
~~XXXXXXXXXX~~

Lot 6, BONNEVILLE ON THE HILL PLAT "B,"  
according to the official plat thereof,  
recorded in the office of the County  
Recorder of Salt Lake County, Utah

RAID 1 NIMON  
RECORDS  
SALT LAKE COUNTY.  
UTAH

JUN 18 3 06 PM '86

500  
MAILING & ADDRESS  
PATRICIA E. DEBOM

REQ OF \_\_\_\_\_ U.S.P. \_\_\_\_\_

*Quicke*

**Signed in the Presence of**

~~D. POPPUS GREEN~~

Arde M. Brown  
GARY H. GREENE

County of Salt Lake

On the 21st day of June, A. D. 19 66  
 personally appeared me D. Forrest Greene and Gorda M. Greene,

As signers of the Joint Instrument, who duly acknowledged to me that they executed the



Benjamin E. Hall

## History

APR 13 1987

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-01-2001 BY 60322 UCBAW

MO: 57216: 2756

## RECORDATION REQUESTED BY:

ZIONS FIRST NATIONAL BANK  
1204 SOUTH FOOTHILL DRIVE  
SALT LAKE CITY, UT 84103

## WHEN RECORDED MAIL TO:

ZIONS FIRST NATIONAL BANK  
1204 SOUTH FOOTHILL DRIVE  
SALT LAKE CITY, UT 84103

4982922  
15 AUGUST 90 04:57 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
REC BY: REBECCA GRAY, DEPUTY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## DEED OF TRUST

THIS DEED OF TRUST IS DATED AUGUST 9, 1990, among IDEO OFFSHORE and ~~IDEO OFFSHORE~~, whose address is 1405 PENROSE DRIVE, SALT LAKE CITY, UT 84103 (referred to below as "Trustor"); ZIONS FIRST NATIONAL BANK, whose address is 1204 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84103 (referred to below as "Lender" and sometimes as "Beneficiary"); and ZIONS FIRST NATIONAL BANK, whose address is 91 SOUTH MAIN STREET, SALT LAKE CITY, UT 84111 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor lawfully grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or added buildings, improvements and fixtures on easements, rights of way, and appurtenances of water, water rights and other rights (including those in relation with such or fixtures rights) and of every right, privilege, and profit relating to the real property, including without limitation all minerals, oil, gas, geothermal and other matters, located in SALT LAKE COUNTY, State of Utah (the "Real Property").

LOT 6, SCHERVILLE ON THE HILL PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 66 OF PLATS AT PAGE 7, RECORDS OF SALT LAKE COUNTY, UTAH.

The Real Property or its address is commonly known as 1405 PENROSE DRIVE, SALT LAKE CITY, UT 84103.

Trustor hereby assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future income of the Property and of Rents from the Property. In addition, Trustor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Utah Uniform Commercial Code. All references to dollar amounts shall mean amounts in United money of the United States of America.

**Beneficiary.** The word "Beneficiary" means ZIONS FIRST NATIONAL BANK, its successors and assigns. ZIONS FIRST NATIONAL BANK also is referred to as "Lender" in this Deed of Trust.

**Credit Agreement.** The words "Credit Agreement" mean the revolving credit agreement dated August 9, 1990, with a credit limit in the amount of \$15,000.00, between Trustor and Lender, together with all amendments, alterations, modifications, supplements, and substitutions for the Credit Agreement. **NOTICE TO TRUSTEE: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all amendments and similarly related provisions relating to the Personal Property and Rents.

**Existing Improvements.** The words "Existing Improvements" mean the improvements described below in the Existing Improvements section of this Deed of Trust.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes added on the Real Property, utilities, additions and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustor or Lender to enforce obligations of Trustor under the Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, the Deed of Trust contains a revolving line of credit, which obligates Lender to make advances to Trustor as long as Trustor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and resented from time to time, subject to the limitation that the total outstanding balance during any one term, not including advance charges on each advance of a fixed or variable rate of cash as provided in the Credit Agreement, any temporary overpayment, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust creates the security interest under the Credit Agreement from time to time from then up to the Credit Limit as provided above and any indebtedness incurred.

**Lender.** The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter acquired or added to the Real Property together with all easements, parts, and additions to, all replacement of, and all substitutions for, any of such property and together with all proceeds (including without limitation all insurance proceeds and returns of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

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BK 6244 PG 2122

67 8779

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00-00-1999

DEED OF TRUST  
(Continued)

Page 2

**Related Documents.** The words "Related Documents" mean and include without limitation all preliminary notes, small agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, recorded in connection with Trustor's obligations to Lender.

**Realty.** The word "Realty" means all present and future rents, royalties, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustor.** The word "Trustor" means SIOUX FIRST NATIONAL BANK and any substitute or successor trustee.

**Trustee.** The word "Trustee" means any one of the parties and entities executing this Deed of Trust, including without limitation all Trustees named herein.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RIGHTS AND THE SECURITY INTEREST IN THE REALTY AND PERSONAL PROPERTY, IS GIVEN TO SECURE IN PAYMENT OF THE OBLIGATIONS AND IN PERFORMANCE OF EACH ASSIGNMENT AND OBLIGATION OF TRUSTOR UNDER THE LOAN AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust on any business day, and shall satisfy and in a good, marketable manner all of Trustor's obligations under the Credit Agreement and this Deed of Trust.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may: (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust deed executed in conformity with the Utah Trust Deed Act, UCA 67-1-10, et seq.

**Only to Reside.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "discharge release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 49 U.S.C. Section 101, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-469 ("SARA"), the Resource Conservation and Recovery Act, 49 U.S.C. Section 101, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 101, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Trustor warrants and covenants to Lender that: (a) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, transport, disposal, release or discharge of any hazardous waste or substance by any person on, under, or about the Property; (b) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing; (c) any use, generation, manufacture, storage, transport, disposal, release, or discharge of any hazardous waste or substance by any person on, under, or about the Property shall be, or shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above; Trustor shall inform Lender and its agents in writing upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the terms of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability of the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for hazardous waste. Trustor hereby (a) releases and waives any claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of the terms of this Deed of Trust or as a consequence of any use, generation, manufacture, storage, transport, release or discharge of hazardous waste occurring prior to Trustor's ownership or interest in the Property, whether or not the same use or discharge has been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the termination and expiration of the term of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Removal of Waste.** Trustor shall not cause, attempt or permit any substance not owned, owned, or under any dripping of or waste on or in the Property or any portion of the Property. Specifically without limitation, Trustor will not remove, or grant to any other party the right to remove, any fuel, waste, materials (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's business and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental entities applicable to the use or occupancy of the Property. Trustor may certify in good faith any such law, ordinance, or regulation and without responsibility during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and as long as Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a trust bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Right to Preclude.** Trustor agrees neither to abandon nor leave unattended the Property. Trustor shall on all other acts, in addition to those acts set forth above in this section, which bear the character and use of the Property are reasonably necessary to protect and preserve the Property.

**USE AND SALE - CONSENT OF LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein whether legal or equitable whether voluntary or involuntary whether by deed, gift, mortgage, sale, lease, or otherwise, and includes, without limitation, the sale, lease, mortgage, or other interest in the Real Property, or any right, title or interest therein, or by gift, conveyance, or transfer of any beneficial interest in or to any trust, trust agreement, or any other method of conveyance of Real Property interest. If any Trustor is a partnership or partnership, Trustor also includes any change in ownership of such Real Property (the person (s)) of the selling stock or partnership interest, as the case may be, of Trustor.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

BR 6244PS2123

88-00-1000

DEED OF TRUST  
(Continued)

Page 3

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fees and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right To Cancel.** Trustor may without payment of any fee, cancellation, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien exists or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien exists or is filed as a lien in fact, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, execute with Lender such or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgments before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and assessments and shall defend the appropriate governmental official in defense to Lender of any and all written statements of the taxes and assessments against the Property.

**Notice of Completion.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any master's list, subcontractor's list, or other list could be accepted, an account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance encumbrance satisfactory to Lender, that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of the insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in favor, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or discontinued without at least ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is triggered, Lender may, at its option, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after this receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay earned interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender makes any payment after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's insurance may require.

**Uninsured Interest in Loss.** Any uninsured insurance shall here to be the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust of any investor's sale or other sale held under the provisions of this Deed of Trust, or of any successive sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the business provisions contained in the instrument extending such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**NONCOMPLIANCE BY LENDER.** If Trustor fails to comply with any provision of this Deed of Trust, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would adversely affect Lender's interest in the Property, Lender on Trustor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender deposits in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be amortized among and be payable with any business payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a business payment which will be due and payable at the Credit Agreement's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of this default. Any such action by Lender shall not be construed as waiving the default or as to the Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust.

**Title.** Trustor warrants that (a) Trustor holds good and marketable title as to the Property in the whole, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any the insurance policy, the report, or first title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustor or Lender under this Deed of Trust, Trustor shall defend the action of Trustor's warranty. Trustor may be the named party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will defend, or cause to be defended, to Lender such attorneys as Lender may request from time to time to participate in such proceeding.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property comply with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Deed of Trust.

**Existing Lien.** The lien of this Deed of Trust extending the Indebtedness may be secondary and junior to an existing lien. Trustor expressly warrants and agrees to pay, or pay to the payment of, the Existing Indebtedness and to protect any claims on such Indebtedness, any default under the instrument extending such Indebtedness, or any default under any publicly documented or such Indebtedness.

**No Modification.** Trustor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender.

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DEED OF TRUST  
(Continued)

Page 4

Trustee shall carefully inspect and accept any lease submitted under any such timely agreement without the prior written consent of Lender.

**CONSENTS TO TRUST.** The following provisions relating to proceedings in connection with this Deed of Trust.

**Application of this Proceeding.** If all or any part of the Property is encumbered by another's mortgage or by any proceeding or purchase in line of continuation, Lender may at its discretion require that all or any portion of the net proceeds of the sale be applied to the satisfaction of the mortgage or the sale or redemption of the Property. The net proceeds of the sale shall remain the entire debt payment of all encumbrances, expenses, and charges, less any amount paid or allowed by Trustee, Trustee or Lender in connection with the continuation.

**Proceedings.** If any proceeding in connection with this Deed of Trust is commenced by either Lender or Trustee, and Trustee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustee will deliver or cause to be delivered to Lender such information as may be requested by it from time to time to permit such participation.

**RESPONSE OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust.

**County Taxes, Fees and Charges.** Upon request by Lender, Trustee shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to protect and conserve Lender's interest in the Property. Trustee shall reimburse Lender for all taxes, fees, charges, together with all expenses incurred in recording, preparing or obtaining this Deed of Trust, including without limitation all taxes, fees, charges, and other charges for recording or preparing this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this matter applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Trustee which Trustee is a, charged or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust charged against the Lender or the holder of the Deed of Trust; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustee.

**Subsequent Taxes.** If any tax to which this matter applies is created subsequent to the date of this Deed of Trust, this deed shall have the same effect as an event of default (as defined below), and Lender may exercise any or all of its available remedies for an event of default as provided below unless Trustee either (a) pays the tax before it becomes due, or (b) satisfies the tax as provided above in the Taxes and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes real or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustee shall execute financing statements and take whatever other action is requested by Lender to protect and conserve Lender's security interest in the Real and Personal Property. In addition to executing this Deed of Trust in the real property section, Lender may at any time and without further agreement with Trustee, its authorized representative, agent or representative of this Deed of Trust as a financing statement. Trustee shall reimburse Lender for all expenses incurred in preparing or obtaining this security interest. Upon default, Trustee shall execute the Personal Property in a manner and at a place mutually convenient to Trustee and Lender and make it available to Lender within two (2) days after receipt of action demanded from Lender.

**Assignment.** The entire indebtedness of Trustee (debtor) and Lender (secured party), from which indebtedness the security interest granted by this Deed of Trust may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

**PLEADING ASSIGNMENT; ASSIGNMENT-DE-FACTO.** The following provisions relating to further assignment and assignment-de-facto are a part of this Deed of Trust.

**Further Assignment.** At any time, and from time to time, upon request of Lender, Trustee will execute, execute and deliver, or will cause to be executed, executed or delivered, to Lender or to Lender's designee, and when consented by Lender, cause to be filed, recorded, rolled, or otherwise, as the case may be, at such time and in such place as Lender may direct, any and all such mortgage, deed of trust, security deed, security agreement, financing statement, continuation statement, instrument of further assignment, continuation, and other documents as may be in the sole opinion of Lender, its designee or designee in order to reflect the assignment, continuation, or otherwise (a) the indebtedness of Trustee under the Credit Agreement, this Deed of Trust, and the related documents, and (b) the then and currently indebtedness created by this Deed of Trust on the Property, whether such debt is created or incurred prior to or by Trustee. Unless prohibited by law or agreed to the contrary by Lender in writing, Trustee shall reimburse Lender for all costs and expenses incurred in connection with the actions referred to in this paragraph.

**Assignment-de-Facto.** If Trustee fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustee and in Trustee's capacity. For each provision, Trustee hereby irrevocably assigns Lender as Trustee's attorney-in-fact for the purpose of selling, conveying, delivering, filing, recording, and doing all other things on any its indebtedness or indebtedness, in Lender's sole opinion, to accomplish the actions referred to in the preceding paragraph.

**PLEADING ASSIGNMENT.** If Trustee fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustee and in Trustee's capacity. For each provision, Trustee hereby irrevocably assigns Lender as Trustee's attorney-in-fact for the purpose of selling, conveying, delivering, filing, recording, and doing all other things on any its indebtedness or indebtedness, in Lender's sole opinion, to accomplish the actions referred to in the preceding paragraph.

**ASSIGNMENT.** Trustee of the indebtedness of the Property of Lender, and constitute an event of default (Event of Default) under this Deed of Trust: (a) Trustee assigns or causes to be assigned or otherwise conveys or causes to be assigned or otherwise conveys, in whole or in part, any and all such mortgage, deed of trust, security deed, security agreement, financing statement, continuation statement, instrument of further assignment, continuation, or otherwise (b) the indebtedness of Trustee under the Credit Agreement, this Deed of Trust, and the related documents, and (c) the then and currently indebtedness created by this Deed of Trust on the Property, whether such debt is created or incurred prior to or by Trustee. Unless prohibited by law or agreed to the contrary by Lender in writing, Trustee shall reimburse Lender for all costs and expenses incurred in connection with the actions referred to in this paragraph.

**REPAIRS AND MAINTENANCE AND IMPROVEMENTS.** Upon the completion of any Event of Default and of any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Immediate Remedies.** Lender shall have the right of its option without notice to Trustee to declare the entire indebtedness immediately due and payable, including any unpaid interest which Trustee would be required to pay.

**Proceedings.** With respect to all or any part of the Real Property, or, the Trustee shall have the right to intervene by notice and sale, and Lender shall have the right to intervene by judicial proceedings, in either case in accordance with and to the full extent provided by applicable law.

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DEED OF TRUST  
(Continued)

Page 6

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Utah Uniform Commercial Code.

**Default Remedies.** Lender shall have the right, without notice to Trustor, to take possession of and mortgage the Property and collect the debts, including accounts past due and unpaid, and apply the net proceeds, net of above Lender's costs, against the indebtedness. In the absence of any debt, Lender may receive any bond or other debt of the Property in return for payment of cash or cash loan directly to Lender. If the debts are satisfied by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to execute instruments required in payment thereof in the name of Trustor and to execute the same and collect the proceeds. Payments by Trustor or other monies to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appointed Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to execute the Property pending foreclosure or sale, and to collect the debts from the Property and apply the proceeds, net of above the cost of the receivership, against the indebtedness. Trustor hereby waives any requirement that the receiver be bonded and "disinterested" as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

**Foreclosure by Satisfaction.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental fee for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustor or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or by law.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other interested disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshaled, in asserting its rights and remedies, the Trustor or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

**Waiver of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Credit Agreement, or any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust after failure of Trustor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

**Assignment of Rights.** If Lender incurs any debt or claims to enforce any of the terms of this Deed of Trust, Lender shall be entitled to receive cash from the trust or any other source on assignment of its rights to all or any part of the Property. Whether or not any such action is required, an assignment of its rights shall constitute a part of the indebtedness payable on demand and shall bear interest at the rate of the Credit Agreement from the date of assignment until repaid. Expenses incurred by this paragraph include, without limitation, reasonable charges for any title under applicable law, Lender's reasonable attorney's fees whether or not there is a lawsuit, including reasonable attorney's fees for bankruptcy proceedings (including costs to modify or vacate any automatic stay or injunction, appeals and any other judicial proceedings), the cost of recording documents, obtaining title reports (including title insurance reports), escrowee's reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor shall pay any such costs, in addition to all other costs provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

#### POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in recording any instrument or creating any restriction on the Real Property; and (c) join in any subdivision or other agreement affecting the land of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or law, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by action and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SALT LAKE County, Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustor, and Trustee, the book and page where this Deed of Trust is recorded, and the name and address of the successor Trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor Trustee, without conveyance of the Property, shall succeed to all the full power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES TO TRUSTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addressee shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any line which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Trustor agrees to keep Lender and Trustee informed at all times of Trustor's current address. Notwithstanding any other provisions of this Deed of Trust, all notices given under Utah Code Ann. Section 37-1-6 shall be given as required therein.

#### INDIVIDUALS SIGNING. The following statements and provisions are a part of this Deed of Trust:

**Consent.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No condition or agreement to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the condition or agreement.

**Applicable Law.** This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Utah. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah.

BK 624, pg 2126

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DK6244PG2127

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5854069  
06/20/94 10:13 AM 10.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
D FOREST GREENE  
REC 8Y18 GRAY DEPUTY - 01

Recorded at the request of: D. Forrest and Gerda M. Greene, 1456 Penrose Drive, Salt Lake City, Utah 84103

Mail tax notice to: D. Forrest and Gerda M. Greene Address: 1456 Penrose Drive, Salt Lake City, Utah 84103

## WARRANTY DEED

Enid Greene, grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEYS and WARRANTS to D. Forrest and Gerda M. Greene, husband and wife, grantees of 1456 Penrose Drive, Salt Lake City, Utah 84103, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Lot 6, BONNEVILLE ON THE HILL PLAT "B", according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah

WITNESS the hand of said grantor as of the 15th day of December, 1992.

*Enid Greene*  
Enid Greene  
*Enid Greene Wallach*

STATE OF UTAH ) ss.  
COUNTY OF SALT LAKE )

On the 24 day of MAY, 1994 personally appeared before me *Enid Greene Wallach* the signer of the within instrument who duly acknowledged to me that she executed the same.

*Dorothy Davis*  
Notary Public

My commission expires:

12-31-96



BN666192600

CHASE

3-17-93

D.F. Greene & Co.  
235 Montgomery St.  
San Francisco, Ca 94104

RE: CHMC LOAN NUMBER: 5699843  
ESCROW NUMBER:  
PAID IN FULL DATE: 2-1-93

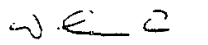
Dear Sir/Madam:

Please find enclosed the Lien Release Documents for the loan mentioned above. Included are any original documents in our possession.

✓ You must take the lien release document to the Clerk's Office to be recorded. If this is not recorded, the lien against the property will not be released.

Thank you for doing business with Chase Home Mortgage Corporation. If we can be of any assistance with your future financial needs, please call us.

Sincerely,

  
William E. Connolly  
Lien Release Department

Enclosures

000088

3041-10E-40-66

LETTER OF INTENT

This letter will certify that I have received the full purchase price of \$300,000.00 for my home, located at 1456 Penrose Drive, from D. Forrest and Gerda M. Greene, my parents. Title to the home has not yet been conveyed to them, pending the release of lien from Chase Manhattan Bank, service agent for the holder of the mortgage. That mortgage has been paid in full, and title will be conveyed upon release of that lien.

Dated: February 15, 1993

Gerda M. Greene

000089

2017-10-24 10:55

WHEN RECORDED, PLEASE NO.

WESTERN SAVINGS AND LOAN COMPANY  
41 EAST 100 SOUTH  
SALT LAKE CITY, UTAH 84111

0413479-5

4327412

ASS. TITLE  
2 26 PM '86

(Space Above This Line For Recording Date)

01-216071-15

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 30, 1986  
19. The grantor is ENID GREENE, AN UNMARRIED WOMAN  
("Borrower"). The trustee is WESTERN SAVINGS AND LOAN COMPANY ("Trustee"). The beneficiary is WESTERN SAVINGS AND LOAN COMPANY, which is organized and existing under the laws of THE STATE OF UTAH, and whose address is 41 EAST 100 SOUTH, SALT LAKE CITY, UTAH 84111 ("Lender"). Borrower owes Lender the principal sum of \*SEVENTY THOUSAND AND 00/100THS Dollars (U.S. \$ 70,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SALT LAKE County, Utah:

LOT 6, BONNEVILLE ON THE HILL PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

1456 EAST PENROSE DRIVE  
SALT LAKE CITY, UTAH 84103

which has the address of \_\_\_\_\_  
(Street) (City)  
Utah \_\_\_\_\_ ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

000090

UTAH—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3045 12/83  
OFFICE OF THE ATTORNEY GENERAL

copy fee to be

582477 2739

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of this Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 1

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NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ENID GREENE (Seal)  
Borrower

\_\_\_\_\_  
Borrower

[Space Below This Line For Acknowledgment]

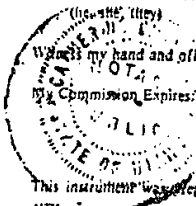
STATE OF UTAH }  
COUNTY OF SALT LAKE } SS:

I, Catherine Chamberlain, a Notary Public in and for said county and state, do hereby certify that ENID GREENE personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be HER free and voluntary act and deed and that

SHE (his, her, their)  
executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 30TH day of SEPTEMBER, 19 86

My Commission Expires: 5-10-89



Catherine Chamberlain (SEAL)  
Notary Public

This instrument was prepared by... PATTY GIMLA-NEITER 000093

58241-2742

UTAH SATISFACTION  
WHEN RECORDED MAIL TO:COUNTY OF: SALT LAKE  
MORTGAGE NO.: 569984-3SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

THE UNDERSIGNED, FEDERAL HOME LOAN MORTGAGE CORPORATION AS THE OWNER AND HOLDER OF THE NOTE SECURED BY DEED OF TRUST DATED 09/30/96 MADE BY ERIC GREENE, AN UNMARRIED WOMAN TRUSTOR, TO WESTERN SAVINGS AND LOAN COMPANY TRUSTEE, FOR WESTERN SAVINGS AND LOAN COMPANY BENEFICIARY, WHICH DEED OF TRUST WAS RECORDED IN THE CLERK'S OFFICE COUNTY OF SALT LAKE, STATE OF UTAH, IN OFFICIAL RECORDS BOOK 1624, PAGE 2733 INSTRUMENT # 4327412, CHASE MANHATTAN BANK OF FLORIDA NA AS TRUSTEE IN LIEU OF THE TRUSTEE THEREIN.

ASSIGNMENT OF DEED OF TRUST FROM CROSSLAND MORTGAGE CORP. TO FEDERAL HOME LOAN MORTGAGE CORPORATION, RECORDED 11-21-90, BOOK 6243, PAGE 1757, DOCUMENT #4991830

LOT 6, BONEVILLE ON THE HILL PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.  
PROPERTY ADDRESS: 1454 EAST PENROSE DR, SALT LAKE CITY, UT 84103

CHASE MANHATTAN BANK OF FLORIDA NA HEREBY ACCEPTS SAID APPOINTMENT AS TRUSTEE UNDER THE ABOVE DEED OF TRUST, AND AS SUCCESSOR TRUSTEE, AND PURSUANT TO THE REQUEST OF SAID OWNER AND HOLDER AND IN ACCORDANCE WITH THE PROVISIONS OF SAID DEED OF TRUST, DOES HEREBY RECONVEY WITHOUT WARRANTY, TO THE PERSONS LEGALLY ENTITLED THERETO, ALL THE ESTATE NOW HELD BY IT UNDER SAID DEED OF TRUST.

IN WITNESS WHEREOF THE OWNER AND HOLDER ABOVE NAMED, AND CHASE MANHATTAN BANK OF FLORIDA NA AS SUCCESSOR TRUSTEE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED, EACH IN ITS RESPECTIVE INTEREST.

FEDERAL HOME LOAN MORTGAGE CORPORATION (OWNER)

CHASE MANHATTAN BANK OF FLORIDA NA (SUCCESSOR TRUSTEE)

BY: [Signature]BY: [Signature]

BARBARA YOUNG, VICE PRESIDENT

Karin M. Drake, Assistant Treasurer

STATE OF: VIRGINIA  
COUNTY: FAIRFAX

ON FEBRUARY 11, 1993, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KARIN M. DRAKE KNOWN TO ME TO BE THE ASSISTANT TREASURER OF FEDERAL HOME LOAN MORTGAGE CORPORATION WHO EXECUTED THIS WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED THE SAME TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11TH DAY OF FEBRUARY, 1993.

NOTARY PUBLIC

STATE OF: FLORIDA  
COUNTY: HILLSBOROUGH

2-11-93

ON AND STATE, PERSONALLY APPEARED BARBARA YOUNG KNOWN TO ME TO BE THE VICE PRESIDENT OF CHASE MANHATTAN BANK OF FLORIDA NA WHO EXECUTED THE WITHIN INSTRUMENT AS SUCCESSOR TRUSTEE, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF CORPORATION, AND ACKNOWLEDGED THAT SAID CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, AS SAID TRUSTEE.

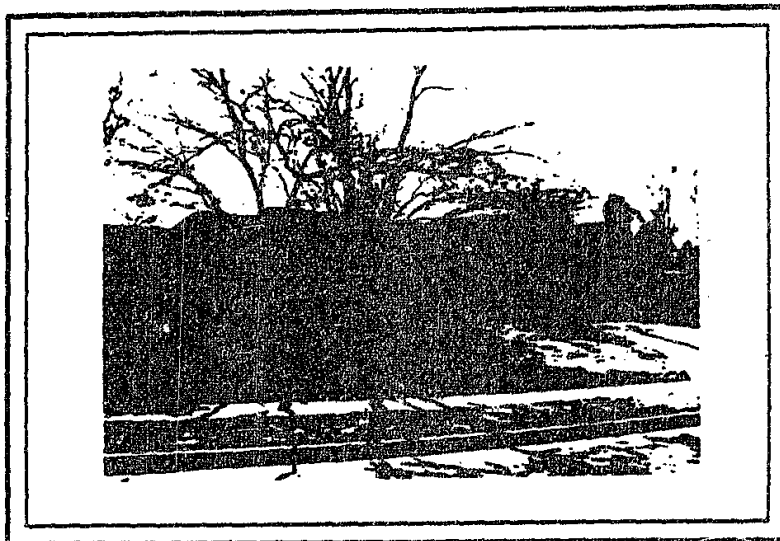
WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS DAY OF

NOTARY PUBLIC

PREPARED BY: WM. E. CONNELLY 16  
CHASE HOME MORTGAGE CORPORATION  
4315 INDEPENDENCE PARKWAY  
TAMPA, FLORIDA 33634



000094



**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

1456 East Penrose Drive  
Salt Lake City, Utah

**FOR:**

Enid Greene  
1456 East Penrose Drive  
Salt Lake City, Utah

**AS OF:**

March 10, 1990

**BY:**

Brit Howard, Appraiser

000096

**BUILDING SWITCH FROM OTHER LIVING AREA ABOVE STAIRS**

**BUILDING SWITCH FROM OTHER LIVING AREA ABOVE STAIRS**

BY MESSAGE SIZE OF PAPER MESSAGE						
13.50	X	20.00	X	1.00	"	270.00 LTV
10.00	X	26.50	X	1.00	"	265.00 LTV
32.00	X	31.50	X	1.00	"	1,008.00 LTV
17.00	X	45.20	X	1.00	"	768.40 LTV
-4.00	X	4.80	X	1.00	"	-19.20 LTV
13.50	X	20.00	X	1.00	"	270.00 BSA
10.00	X	26.50	X	1.00	"	265.00 BSA
32.00	X	31.50	X	1.00	"	1,008.00 BSA
17.00	X	45.20	X	1.00	"	768.40 BSA
-4.00	X	4.80	X	1.00	"	-19.20 BSA
26.00	X	27.20	X	1.00	"	707.20 CAP
21.70	X	5.40	X	1.00	"	117.18 CAP

SEE ATTACHMENT

**Also Published by Progress House and People's World**

Does properly respond to negative FUD? A properly responding

**Not required for FEMA/PRAC.**

The unadjusted test statistic has two main uses of comparing mean scores and standard deviations to the subject and two corresponding tests in the model analysis. The description indicates a direct adjustment, adjusting scores according to the terms of choice within between the two corresponding properties. It is suggested that in the generalized property to appear in, or more generally, the model property, a adjustment is made, from removing the influence of subject to a significant error in the comparison to either to, or two elements from, the model property, a plus (1) adjustment is made, from removing the subject score of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
1456 East Penrose Dr. (240 N) Salt Lake		760 N Edgemoor Rd. (950 E) Salt Lake	1287 E Chandler Dr. (450 N) Salt Lake	1420 E Chandler Dr. (450 N) Salt Lake
Location & Subject		6 Blocks NW	3 Blocks NW	3 Blocks N
Price Paid	N/A	278,000	335,000	310,500
Price/Sq. Ft. (Area)	122.90	138.85	117.78	
Sale Type	Inspection	FIS Closed Sale	FIS Closed Sale	FIS Closed Sale
VALUATION ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
State of Planning		Conventional	Conventional	Conventional
Condition		No Concess.	No Concess.	No Concess.
Day of Sale/Year	5/90	11/89	8/89	3/89
Location	Good	Inferior	Good	Good
Exposure	.37 Ac/Good	.98 Ac/Good	.31 Ac/Good	.36 Ac/Good
Design and Appeal	Rambler	Rambler	Rambler	Rambler
Grade at Construction	Good	Good	Good	Good
Age	19 yrs.	20 yrs.	1 yrs.	6 yrs.
Condition	Good	Good	Good	Good
Area	7 3 2.5	6 2 2	7 3 2.5	7 3 2.5
Open Lot Area	2,292 sq. ft.	2,282 sq. ft.	2,600 sq. ft.	2,632 sq. ft.
Basement & Finished	Full 1600 sq. ft.	94% 1590 sq. ft.	Full 2600 sq. ft.	Full 2237 sq. ft.
Basement Subst. Group	Br, Ba, R, Rac	2Br, Ba, Rac	3Br, 2Ba, Rac	2Br, Ba, Rac
Functional Utility	Average	Average	Average	Average
Heating/Cooling	GFA/Central	GFA/Central	GFA/Central	GFA/Central
Garage/Carport	3-Garage	2-Garage	3-Garage	3-Garage
Porch	Porch	Porch	Porch	Porch
Patio	Patio	Patio/Dock	Patio	Dock
Basement Entry	Standard	Standard	Standard	Standard
Fireplaces	3-Fireplaces	3-Fireplaces	4-Fireplaces	3-Fireplaces
Other S.W. Region	HOODMEAD	HOODMEAD	HOODMEAD	HOODMEAD
Other S.W. Region	Outdoor Pool	Outdoor Pool	Spa	None
Net A.S. Value	12,500	43,280	21,500	
Indicated Value of Subject	291,500	291,720	288,500	

Due to the size and location of the subject, comparables are limited. Three selected are the most similar homes sold in the subject neighborhood. Adjustments are extracted from the market. All comparables are representative of modest value.

INDICATED VALUE BY SALES COMPARISON APPROACH 290,000

The applicant is ready ☒ to be ☐ entitled to the money, donations, bequests or services listed below ☐ completion for gifts and bequests

All sales adjustments represent cash items and calculations thereof

**are no constraints.**

**are no personal are required. No personal property is included in the final value estimate.**

**The market approach is correlated with the cost approach for the final indicated**

The approach is based upon the state-of-the-art in evaluation, assessment and testing practices, and Modern Year 12 syllabus and are tested by

**PROSA, M.D. AND YA HEBERMAN**

☐ **Product Name:** Power 650 (Part 7433) **Power:** 1000W **Price:** 7.99 **Qty:** 100

ONE) ESTIMATE THE MARKET VALUE, AS DETERMINED, OF THE OLD NEW UNIVERSITY AS OF March 10 90 250,000

ONE) ESTIMATE THE MARKET VALUE, AS DETERMINED, OF THE OLD NEW UNIVERSITY AS OF March 10 90 250,000

[illegible]

• *Definition of a cell*

APPROVALS REVIEW APPROVER [Signature] DATE [Blank]

Signature: [Signature] Date: 10/10/2010

SPIC, Howard, Ambassador      Name: LEONARD OSMON, MAJ, SRPA      Vazir: MURRAY

FD-302 (Rev. 10-6-95)

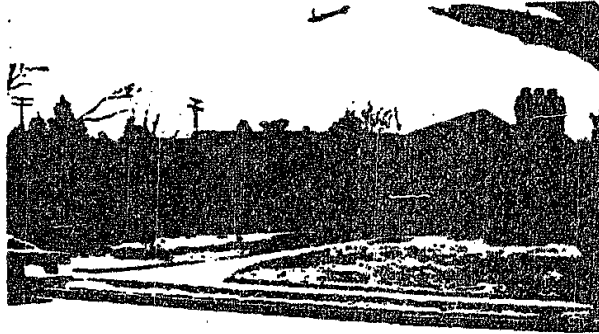
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										2									
Year	Age	Sex	Marital Status	Education	Occupation	Income	Assets	Liabilities	Net Worth	1	2	3	4	5	6	7	8	9	10
2010	35	M	Married	High School	Construction	\$45,000	\$120,000	\$75,000	\$45,000	1	2	3	4	5	6	7	8	9	10
2011	36	M	Married	High School	Construction	\$48,000	\$130,000	\$82,000	\$48,000	1	2	3	4	5	6	7	8	9	10
2012	37	M	Married	High School	Construction	\$50,000	\$140,000	\$90,000	\$50,000	1	2	3	4	5	6	7	8	9	10
2013	38	M	Married	High School	Construction	\$52,000	\$150,000	\$98,000	\$52,000	1	2	3	4	5	6	7	8	9	10
2014	39	M	Married	High School	Construction	\$55,000	\$160,000	\$105,000	\$55,000	1	2	3	4	5	6	7	8	9	10
2015	40	M	Married	High School	Construction	\$58,000	\$170,000	\$112,000	\$58,000	1	2	3	4	5	6	7	8	9	10
2016	41	M	Married	High School	Construction	\$60,000	\$180,000	\$120,000	\$60,000	1	2	3	4	5	6	7	8	9	10
2017	42	M	Married	High School	Construction	\$62,000	\$190,000	\$128,000	\$62,000	1	2	3	4	5	6	7	8	9	10
2018	43	M	Married	High School	Construction	\$65,000	\$200,000	\$135,000	\$65,000	1	2	3	4	5	6	7	8	9	10
2019	44	M	Married	High School	Construction	\$68,000	\$210,000	\$142,000	\$68,000	1	2	3	4	5	6	7	8	9	10
2020	45	M	Married	High School	Construction	\$70,000	\$220,000	\$150,000	\$70,000	1	2	3	4	5	6	7	8	9	10

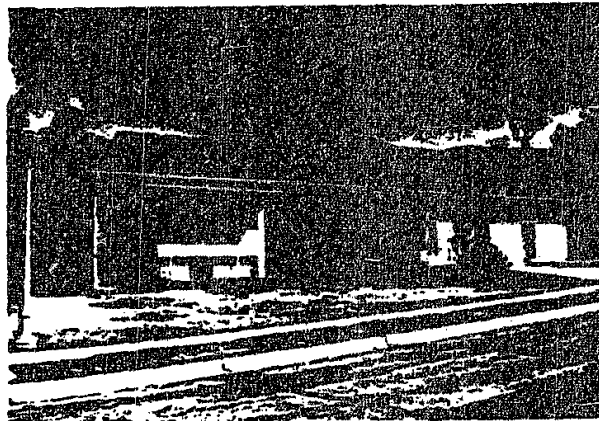
# PHOTOGRAPH ADDENDUM

Buyer/Client	Eric Greene
Property Address	1436 East Penrose Drive (140 N)
City	Salt Lake City
County	Salt Lake
State	UT
File Code	04103
Under	



FRONT OF SUBJECT PROPERTY

Appraised Date: 3/10/90  
Appraised Value: \$290,000



REAR OF SUBJECT PROPERTY



STREET SCENE

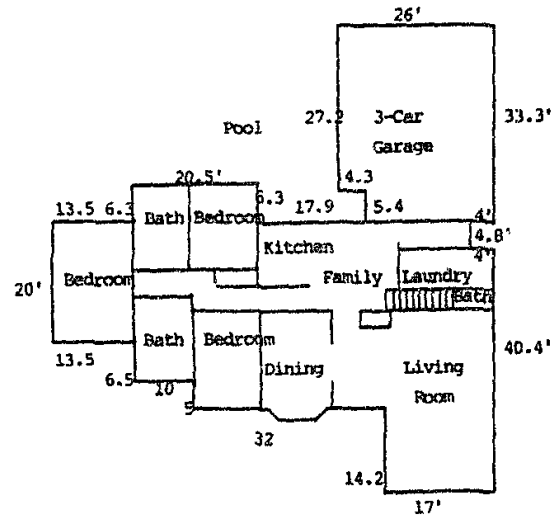
000098

"TOTAL" appraisal prepared by a la strada, inc. 1 (800) 303-0225

99-04-394-1496

# SKETCH ADDENDUM

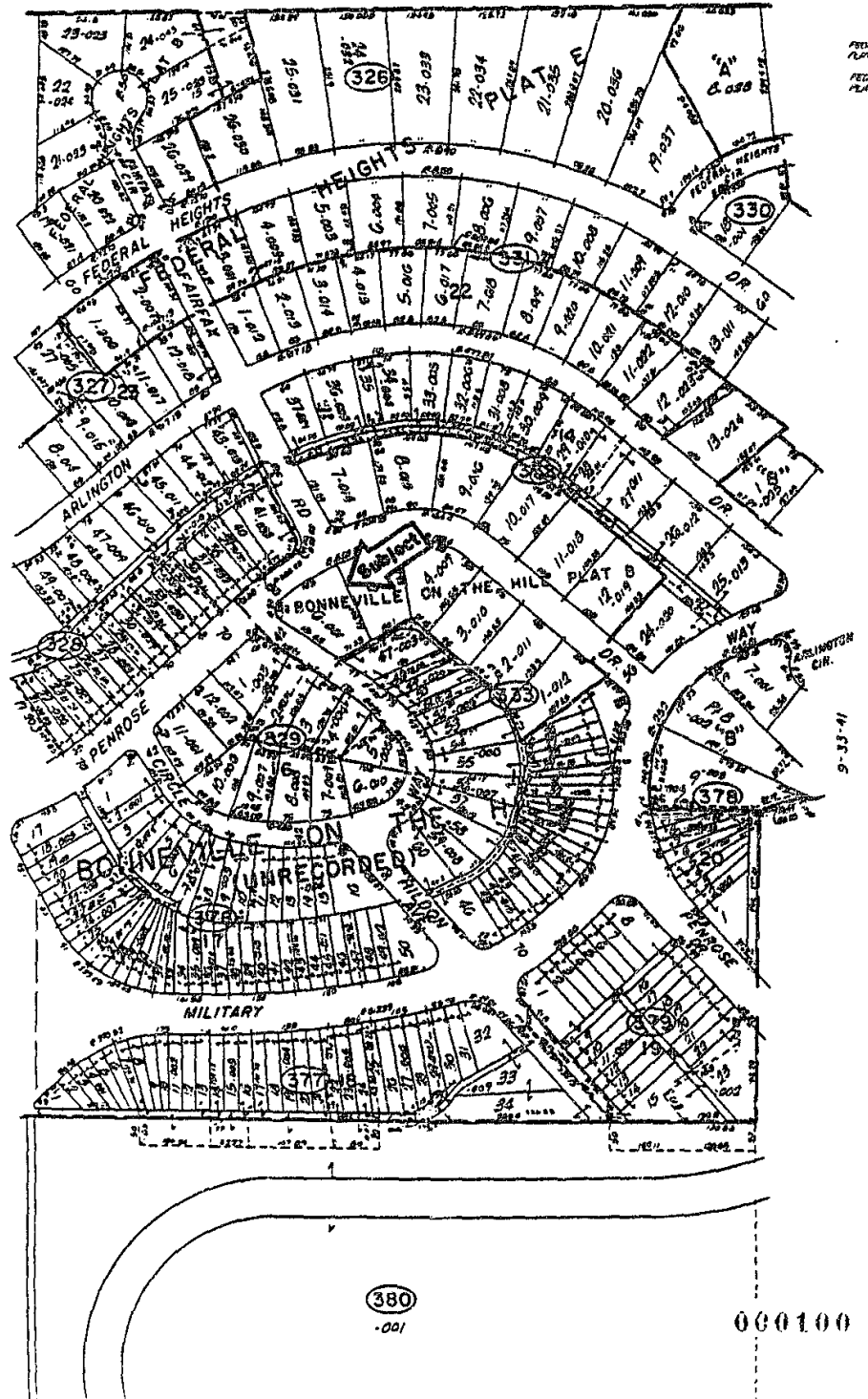
Software/Client	Eid Greene				
Property Address	1456 East Panorama Drive				
City	Salt Lake City	County	Salt Lake	State	Utah
Zip Code	84103				
Lender					



000099

2071 1063 40 66

9-33-12



000100

Map showing a grid of streets with three locations marked: Comp 1, Comp 2, and Subject. The map includes a compass rose and a legend on the right side.

Legend:

- 01 ALBANY ST
- 02 ALBANY ST
- 03 ALBANY ST
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*Journal of Management Inquiry* 20(6) 798-814  
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CERTIFICATION

I/we certify, to the best of my/our knowledge and belief, that...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my/our personal, unbiased professional analyses, opinions, and conclusions.
3. I/we have no present or prospective interest in the property that is the subject of this report, and I/we have no personal interest or bias with respect to the parties involved.
4. My/our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in or the use of, this report.
5. My/our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standard of Professional Practice of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.
6. The use of this report is subject to the requirements of the American Institute of Real Estate Appraisers and Society of Real Estate Appraisers relating to review by their duly authorized representatives.
7. As of the date of this report, Lenard J. Owens has completed the requirements of the continuing education program of the American Institute of Real Estate Appraisers. Lenard J. Owens is also currently certified with the Society of Real Estate Appraisers.
8. I ~~have~~ have not made a personal inspection of the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this report.

Lenard J. Owens  
Lenard J. Owens, MAI, SPRA

000102

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and unaware of the price is not affected by undue stimulus. Implicit in this definition is the assumption of a sale on a specified date and the passing of the title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

**CERTIFICATION:** The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the particular sale. The "Business of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are not forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No charge of any fault in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The continuation of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which could render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimation, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the title with which the Appraiser is connected), shall be used for any purpose by anyone but the client specified in the report. The Appraiser if appraised for paid by owner, the mortgagee or its successors and assigns, mortgage insurance, condominium, professional appraisal organizations, or any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and resale conclusion are contingent upon completion of the improvements in a workmanlike manner.

Date: March 10, 1990.....

Appraiser(s).....

Eric Howard, Appraiser

000103

Provide this  
Form 429 J.L. 88

"TOTAL" appraisal software by a la mode, inc. 1 (800) 225-4205

Provide this  
Form 1004B J.L. 92

A Co. (31,000)

1992

# Payments to Enid (for purchase of home)

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Comments</u>
✓ 04-06	Dunford F	✓ 5,500	
04-14	✓	✓ 13,000	
✓	NUVEEN	2,000	
✓ 07-10	Dunford F	✓ 15,000	
8-31		✓ 35,000 (wire tr)	
11-16	✓	30,000	
12-01	✓	8,000	
(08-21)	✓	7,280	cash 7,000 cost to send 280
		✓ 153,880	

No loss to Enid for sale.

* 320,000	to Enid	105,000	
- 70,000	monies	258,880	
T. Enid 250,000		70,000	
		188,880	
08-31	Dunford F	✓ 13,000	
		258,880	
		257,000	
		284,880	

Assume - value same as when we  
made gift of 1455 Penrose Dr. to  
Enid in 1986

We pay Enid \$270,000 (-70,000 Mtp) = 200,000  
Loans 1982 179,580 owes us 179,580  
\$90,420 ~~90,420~~  
20420  
Minus Mortgage 70,000  
Due Enid 20420

Enid's gain (taxable)

270,000  
her basis 135,918  
134,082 gain.

28% of 134,082 = 37,543 tax due

1992

12/25/92

Assume sale price of home - \$270,000

\$270,000

to lender 70,000 est. mortgage

to Enid \$200,000

\$200,000

- 153,880 pd Enid to date

\$46,120 to be pd to Enid

Tax obligation (maximum) for Enid - 28%

at gain \$

sale price 270,000

cost 135,918

gain \$134,082

$$28\% \times \$134,082 = \$37,543$$

000106

1992

Pd to Enid

Rough

12-25-91  
get to pay  
105,000  
68,000  
37,000

See schedule 153,880

✓ 25,700

12/26 68,000

\* 247,580

Assume sale at \$310,000

310,000  
- 70,000 1000

\* 240,000 to Enid

Assume sale at \$320,000

320,000  
- 70,000

\* 250,000 to Enid

000107